

**GENERAL SERVICES ADMINISTRATION**  
**FEDERAL SUPPLY SERVICE**  
**AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**Multiple Award Schedule (MAS)**

Contract Number: GS-35F-0482R  
Period Covered by Contract: April 11, 2015 through April 10, 2025 (Option #3)  
Modification No.: PS-0025, effective May 28, 2020  
Business Size: Small  
Contact for Contract Administration: Dean Baskin,  
Email: [dbaskin@twinengines.com](mailto:dbaskin@twinengines.com)



**TwinEngines, Inc.**  
**154 Krog Street Suite 140**  
**Atlanta, GA 30307**  
**Phone: (404) 522-4262**  
**Fax: (404) 584-8003**  
**[www.twinengines.com](http://www.twinengines.com)**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

---

## **TABLE OF CONTENTS**

<b>Company Description .....</b>	<b>3</b>
<b>Information For Ordering Activities Applicable to All Special Item Numbers.....</b>	<b>5</b>
<b>Customer Information.....</b>	<b>6</b>
<b>Terms and Conditions .....</b>	<b>10</b>
<b>Description of IT Services and Pricing .....</b>	<b>19</b>
<b>Labor Category Descriptions.....</b>	<b>19</b>
<b>Labor Category Rates.....</b>	<b>20</b>
<b>Software Pricing.....</b>	<b>21</b>
<b>USA Commitment To Promote Small Business Participation Procurement Programs .....</b>	<b>23</b>
<b>Sample Blanket Purchase Agreement .....</b>	<b>24</b>
<b>BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”.....</b>	<b>27</b>

## COMPANY DESCRIPTION

### **TwinEngines Capabilities**

The sales and service approach of TwinEngines, Inc. begins and ends with customer satisfaction. Customer satisfaction is continuously addressed in all our key processes, including marketing, sales and professional services. Our plans and actions revolve around how we provide long-term, value-added, product and service solutions to our customers.

Our experience tells us that to remain successful and to grow, we should always adhere to the following principles:

- Understand the customer's mission and operation.
- Support the customer in their goals and objectives.
- Proactively seek out and assist in the definition of customer requirements.
- Foster open and meaningful communication between the customer and TwinEngines.
- Conduct ourselves with integrity and focus on continuous process improvement.

TwinEngines provides the highest quality of professionals available in the consulting industry and has an in-depth knowledge of our client's processes and procedures. The solutions that we provide are developed specifically to provide an immediate return on investment and are extremely cost effective. Our excellent track record of reliability, dependability, and loyalty has been outstanding and has been mainly due to the quality of our professionals.

TwinEngines competitive edge is due to:

- Responsiveness – quick turnaround on technical support requests.
- In depth knowledge of IT systems and technologies.
- In depth knowledge of our clients requirements.
- Ongoing employee training.
- High employee satisfaction and retention rate.
- Guarantee of quality and commitment.

TwinEngines is rapidly expanding our product suite while continuing to maintain a high level of customer service and support. In addition, we have expertise in website development, portal solutions, and custom application development. Our customers are well-served and supported, with opportunities for growth and improved automation solutions.

TwinEngines services are offered in two well-defined forms - vcClarity and vcSolution.

### **vcClarity**

The purpose of the vcClarity Assessment engagement is to document a client's current business processes and information systems architecture along with an analysis of the "gap" between their current and desired state. We recommend a strategic processes and systems approach to support our client's short and long-term goals. That recommendation takes the form of a report that provides the client with a business system and architecture roadmap designed for use immediately and in the future as the company's needs grow and change.

**vcSolution**

Developing a highly integrated, custom developed system is not an easy task. It is important that sufficient planning goes into the project to ensure that all of the required functionality and reliability of the new system meets or exceeds the current system, as well as to make certain that the new system provides a platform to support continued growth and flexibility. The focus of vcSolution engagement is to provide this strategic level of planning through structured requirement gathering and documentation.

Following a design and development process and methodology is essential to mapping the client's business needs with a successful technical solution. In most cases, TwinEngines personnel will review the current infrastructure, product and custom development and integration resources available to leverage them as we develop a new tightly integrated, comprehensive information management system.

The final deliverable of a vcSolutions engagement is a detailed requirements document that outlines all elements of the project, including Functional Specification, Data Diagram, Object Model, Software Flow Diagram, Development Tools, Hardware Requirements, Deliverables Guideline, Project Timeline, Project Schedule and Project Cost. In the end, all requirements, priorities and costing are documented giving our clients the option to balance cost with benefit for the dollars they are spending.

## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA *Advantage!*<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA *Advantage!*<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

## CUSTOMER INFORMATION

**1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s)**

SIN: 511210, 54151, 54151S, OLM. See TwinEngine description of pricing on page 19 - 22.

**1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract**

See TwinEngine description of pricing on page 19 - 22.

**1c. Description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees**

See TwinEngine description of service pricing on page 19 - 20.

**2. Maximum order**

\$500,000

**3. Minimum order**

\$1,000

**4. Geographic coverage:** Domestic and overseas delivery

**5. Point(s) of production:** Atlanta, Georgia

**6. Discount from list prices or statement of net price:** Prices shown are NET prices, basic discounts have been deducted

**7. Quantity discounts:** none

**8. Prompt payment terms:** none

**9a. Government purchase cards are accepted at or below the micro-purchase threshold**

**9b. Government purchase cards are accepted above the micro-purchase threshold**

**10. Foreign items:** none

**11a. Time of delivery:**

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
SIN 511210	15 days or as negotiated for each task order
SIN 54151	As negotiated for each task order
SIN 54151S	As negotiated for each task order

**11b. Expedited delivery:** contact TwinEngines for rates for expedited delivery

**11c. Overnight and 2-day delivery:** Contact TwinEngines for rates for overnight and 2-day delivery

**11d. Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**12. FOB Destination**

**13a. Ordering address:**

For mailed orders, the postal mailing address where written orders will be received is as follows:  
TwinEngines  
154 Krog Street Suite 140  
Atlanta, GA 30307

For orders by facsimile transmission, the point of contact is:  
TwinEngines  
(404) 584-8003

**13b. Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreement (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. Payment address:**

TwinEngines  
154 Krog Street Suite 140  
Atlanta, GA 30307

**15. Warranty provision:**

Standard Commercial Limited Warranty. TwinEngines warrants that for a period of sixty (60) days from the installation date, the Software will operate in substantial conformity with the specifications set forth in the documentation, provided such Software is used in a manner consistent with any applicable minimum hardware and software configuration specifications and provided further that Customer notifies TwinEngines in writing of any defect within such 60-day period. Customer's sole and exclusive remedy for breach of this limited warranty shall be, at TwinEngines's option, repair, correction or replacement of the defective Software or return of Customer's license fees.

**16. Export packing charges:** not applicable

**17. Terms and conditions of Government purchase card acceptance:** any thresholds above the micro-purchase level

**18. Terms and conditions of rental, maintenance, and repair:** see Terms and Conditions Applicable to Software Maintenance Service on page 10 – 14

**19. Terms and conditions of installation:** not applicable

**20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:** not applicable

**20a. Terms and conditions for any other service:** not applicable

**21. List of service and distribution points:** not applicable

**22. List of participating dealers:** not applicable



**23. Preventative maintenance:** not applicable

**24a. Special attributes such as environmental attributes:** not applicable

**24b. Section 508 compliance:** not applicable

**25. Data Universal Number System (DUNS) number:** 00-978-7255

**26. Notification regarding registration in System for Award Management (SAM) database:**  
TwinEngines, Inc. has registered with the SAM Database.

## TERMS AND CONDITIONS

<b>TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151) OF MULTIPLE AWARD SCHEDULE</b>
---

### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

### 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

### 3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Standard Commercial Limited Warranty. TwinEngines warrants that for a period of sixty (60) days from the installation date, the Software will operate in substantial conformity with the specifications set forth in the documentation, provided such Software is used in a manner consistent with any applicable minimum hardware and software configuration specifications and provided further that Customer notifies TwinEngines in writing of any defect within such 60-day period. Customer's sole and exclusive remedy for breach of this limited warranty shall be, at TwinEngines's option, repair, correction or replacement of the defective Software or return of Customer's license fees.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(404) 522-4262** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **Monday – Friday, excluding holidays from 9am – 5pm Eastern Time.**

### 5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

  X   1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

**With the initial purchase of every product, you receive:**

- **30 days phone and email support**
- **Access to online knowledge base**

**With the purchase of the Yearly Maintenance, you receive:**

- **Current version fixes, product enhancements, and basic upgrades**
- **Email support**
- **Access to online knowledge base**

           2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **6. PERIODS OF TERM LICENSES AND MAINTENANCE**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

## **7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE [NOT APPLICABLE]**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

## **8. TERM LICENSE CESSATION [NOT APPLICABLE]**

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_\* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically

accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 511210, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **9. UTILIZATION LIMITATIONS**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to

modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **10. SOFTWARE CONVERSIONS**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **12. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses. [Not Applicable]

<b>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)</b>
--

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Multiple Award Schedule (MAS).
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is

performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.



## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for Multiple Award Schedule (MAS) services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

- b. Pricing for all Multiple Award Schedule Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

## DESCRIPTION OF IT SERVICES AND PRICING

### 16. DESCRIPTION OF IT SERVICES AND PRICING

#### **SIN 54151S – Information Technology Professional Services**

#### LABOR CATEGORY DESCRIPTIONS

##### **SENIOR SOFTWARE DEVELOPER I**

*General Experience.* The Senior Software Developer possesses experience performing systems analysis, design, development, and implementation of strategic business solutions. Our Senior Software Developers have strong analytical and technical skills and have been trained in the use of systems development methodology. They design, develop and maintain standalone, network and web-enabled applications. They consults with the user and technical staff to clarify requirements, identify problems, suggest changes, and determine the extent of development required. They evaluate user's requests for new or modified computer programs to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Depending on the scope of the requirements, they formulate a management plan outlining steps required to develop a program, using structured analysis and design, and submit plans to user for approval develop and test scripts, programs, and macros necessary to meet user requirements in a cost effective way.

*Functional Responsibility.* Our Senior Software Developer provides analytical support in assisting clients with business systems design and development. They analyze functional and technical requirements, prepare systems designs and specifications, and perform systems development, testing, and implementation. They also develop required systems and operation documentation.

*Minimum Education:* Bachelor's Degree or equivalent and 8 years of relevant experience

## LABOR CATEGORY RATES

Labor Category	Rate
Senior Software Developer I	\$125.00

## SOFTWARE PRICING

	<b>Software Licenses</b>			
<b>Part Number</b>	<b>Name</b>	<b>Description</b>	<b>GSA Price</b>	<b>Unit of Measure</b>
TWN-LIC-DIS	Discharges	Web based automation of the discharge forms NGB-22 and DD-214.	\$9,655.78	Statewide License
TWN-LIC-AWARD	Awards Tracking	Web based system designed to help manage soldier Awards.	\$7,241.84	Statewide License
TWN-LIC-PERMS	PERMS Integrator	PC based application that automates indexing pulling documents from several Guard systems and adding them to PERMS, the Personnel Electronic Records Management System.	\$9,655.78	Statewide License
TWN-LIC-ETRANS	E-Trans Manager	Web based quality control process for improving the accuracy and tracking of electronic transactions going into SIDPERS from orders from MILPO Orders and gains from ARISS.	\$4,827.89	Statewide License
TWN-LIC-CSEMGT	Case Management	Customizable case management solution to help organizations more effectively manage activities across their enterprise.	\$12,069.77	Statewide License

	<b>Software Maintenance and Support</b>			
Each software license comes with 30 days maintenance and support. After 30 days, in order to receive maintenance (upgrades, enhancements, and fixes) and support you must purchase one of the following yearly maintenance/support packages.				
<b>Part Number</b>	<b>Name</b>	<b>Description</b>	<b>GSA Price</b>	<b>Unit of Measure</b>
TWN-M1-DIS	Discharges	Maintenance and Support for Discharges	\$1,740.99	Statewide License
TWN-M1-AWARD	Awards Tracking	Maintenance and Support for Awards Tracking	\$1,305.78	Statewide License
TWN-M1-PERMS	PERMS Integrator	Maintenance and Support for PERMS Integrator	\$1,740.99	Statewide License
TWN-M1-ETRANS	E-Trans Manager	Maintenance and Support for E-Trans Manager	\$870.50	Statewide License
TWN-M1-SWSUP	Software Annual Support	Maintenance and Support for Software	\$12,085.79	Statewide License
TWN-M1-CSEMG	Case Management Yearly Subscription (per year)	Yearly subscription to maintenance of the Case Management Software.	\$2,172.57	Statewide License

	<b>Additional Services</b>			
<b>Part Number</b>	<b>Name</b>	<b>Description</b>	<b>GSA Price</b>	<b>Unit of Measure</b>
TWN-LIC-350	Installation and Configuration	Software installation and configuration.	\$1,209.02	Day
TWN-LIC-351	Training	Software Training	\$1,209.02	Day

# USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

## PREAMBLE

TwinEngines, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

## COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Dean Baskin, Director National Guard Division at (859) 536-2540 or [dbaskin@twinengines.com](mailto:dbaskin@twinengines.com).

# SAMPLE BLANKET PURCHASE AGREEMENT

## BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER\_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT



Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

## BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.